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22SL-CC00855 - DAVIDSON SURFACE AIR, IN V ZURICH AMERICAN
INSURAN (E-CASE)

Case File | Parties & Attorneys | Docket Entries | Charges, Judgments & Sentences | Service Information | Filings Due | Scheduled Hearings & Trials | Civil Judgments | Garnishments/Execution

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- 05/03/2022 ☐ [Affidavit Filed](#)
FROM THE DEPARTMENT OF INSURANCE
- 04/12/2022 ☐ [Summons Issued- 1st Class Mail](#)
Document ID: 22-SFCM-13, for ZURICH AMERICAN INSURANCE COMPANY DBA ZURICH.
Summons Attached in PDF Form for Attorney to Retrieve from Secure Case.Net and Process for Service.
- 04/06/2022 ☐ [Memorandum Filed](#)
Notice and Acknowledgment for Service by Mail.
Filed By: JACK BERNARD SPOONER
On Behalf Of: DAVIDSON SURFACE AIR, INC.
- ☐ [Request Filed](#)
Request for Alias Summons for Service by Mail.
Filed By: JACK BERNARD SPOONER
- ☐ [Memorandum Filed](#)
Non-Est Service Return.
Filed By: JACK BERNARD SPOONER
- 02/10/2022 ☐ [Summons Issued-Circuit](#)
Document ID: 22-SMCC-1200, for ZURICH AMERICAN INSURANCE COMPANY DBA ZURICH. Summons Attached in PDF Form for Attorney to Retrieve from Secure Case.Net and Process for Service.
- 02/07/2022 ☐ [Filing Info Sheet eFiling](#)
Filed By: JACK BERNARD SPOONER
- ☐ [Note to Clerk eFiling](#)
Filed By: JACK BERNARD SPOONER
- ☐ [Memorandum Filed](#)
Case Filing Information Sheet.
Filed By: JACK BERNARD SPOONER
On Behalf Of: DAVIDSON SURFACE AIR, INC.
- ☐ [Pet Filed in Circuit Ct](#)
Petition.
Filed By: JACK BERNARD SPOONER
- ☐ [Judge Assigned](#)

**IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
STATE OF MISSOURI**

DAVIDSON SURFACE/AIR, INC.,)	
)	
Plaintiff,)	Cause No.
)	
)	Division
)	
vs.)	
)	
)	
ZURICH AMERICAN INSURANCE)	
COMPANY D/B/A ZURICH,)	
)	
)	
Serve: Chlora Lindley-Myers)	
Division of Insurance)	
301 West High Street, Room 530)	
Jefferson City, MO 65101)	
)	
Defendant.)	

PETITION

COMES NOW Plaintiff Davidson Surface/Air, Inc. (“DSA”), by and through counsel Spooner Law, LLC, and for its Petition against Defendant Zurich American Insurance Company d/b/a Zurich (“Zurich”) for declaratory judgment under Rule 87 of the Missouri Rules of Civil Procedure seeking coverage pursuant to a policy of insurance or in the alternative for breach of contract states to the Court as follows:

1. Plaintiff DSA is a Missouri corporation in good standing licensed to do business in Missouri and is doing business in Missouri with its principle place of business and residence located in St. Louis County, Missouri.

2. Defendant Zurich is a property and casualty insurance company with its principal place of business and residence located in Illinois in good standing with the State of Missouri and is authorized to conduct insurance business in Missouri.

3. This Court has original jurisdiction because this is a civil matter arising under Article V § 14 of the Missouri Constitution as well as under the laws of Missouri including, but not limited to, RSMo Chap. §§527.010 *et seq.*

4. This Court has personal jurisdiction over Zurich who has a principal place of residence located outside the State of Missouri as Zurich transacts business within Missouri and entered into a contract of insurance in Missouri, either directly or through agents, resulting in minimum contacts with Missouri such that under the circumstances it is fair and reasonable to require Zurich to come before this Court to defend this action.

5. DSA purchased a Zurich commercial property and casualty insurance policy in St. Louis County, accepted the policy in St. Louis County, and executed all associated documents in St. Louis County.

6. At all times relevant herein, DSA was issued a policy of commercial property and casualty insurance by Zurich bearing Policy Number CPP-0231497 under which DSA was the named Insured (hereinafter the “Policy”).¹

7. At all times relevant herein, the Policy provided continuous and uninterrupted commercial property insurance coverage for, among other things, direct physical loss or damage caused by a covered loss to certain real property known and numbered as 1 Corporate Woods Drive, Bridgeton, Missouri, 63044 (the “Property”) that required Zurich to provide coverage and Loss Payment.

8. At all times relevant herein, the Policy included continuous and uninterrupted coverage for loss or damage to the Property caused by weather related events such as a named storm, wind, and/or hail, and required Loss Payment.

¹ All capitalized terms not defined herein shall have the same meaning as provided in the Policy.

9. While the Policy was in full force and effect, DSA notified Zurich by phone and written communications of a weather related loss and damage to the Property that included loss and damage caused by a named storm and/or wind and/or hail that occurred during a Policy Period.

10. DSA notified Zurich of the claim and demanded coverage and Loss Payment from Zurich under the Policy for the loss and damage to the Property as described in this Petition.

11. Despite DSA's request for coverage and Loss Payment under the Policy for direct physical loss or damage caused by a covered loss to the Property, Zurich failed to provide coverage and/or proper and complete Loss Payment.

12. Despite DSA's repeated demands for coverage and/or Loss Payment under the Policy Zurich continues to refuse to provide coverage and/or proper and complete Loss Payment for a covered loss and damage to the Property.

COUNT I
DECLARATORY JUDGMENT

COMES NOW DSA, by and through the law firm Spooner Law, LLC, and for Count I for Declaratory Judgment states to the Court as follows:

13. DSA realleges and incorporates by reference the averments of all paragraphs in this Petition as if fully set forth herein.

14. Under RSMo Chap. §§527.010 *et seq.* and Rule 87 of the Missouri Rules of Civil Procedure, DSA is an entity interested in a written contract whose rights or other legal relations are affected by a contract of insurance entitled to have determined any question of construction, coverage or validity arising under the Policy and to obtain a declaration of coverage or other legal relations thereunder.

15. Specifically, Zurich issued to DSA a Policy that provides coverage for direct physical loss or damage caused by a named storm and/or wind and/or hail to the Property, which are a covered loss under the Policy, and Zurich has refused to provide coverage under the Policy for a covered loss and damage to the Property.

16. A justiciable controversy exists between the parties concerning the Policy and the claim for loss and damage to the Property and Zurich's refusal to provide coverage under the Policy.

17. An actual controversy has arisen and now exists between DSA and Zurich and is ripe for judicial determination regarding the parties' respective rights and duties under the Policy as DSA claims it has a valid and binding Policy with Zurich that requires Zurich to provide coverage for a covered loss and damage to the Property.

18. DSA's rights under the Policy that Zurich provide coverage is a legally protectable interest.

19. A judicial determination is necessary and appropriate at this time under all circumstances to determine DSA's right to coverage under the Policy.

20. DSA does not have an adequate remedy at law to determine the rights and duties of Zurich to provide coverage under the Policy.

21. Under RSMo Chap. §§527.010 *et seq.* DSA is entitled to all costs as allowed thereunder, including attorney's fees in the event the Court determines a special circumstance exists as to be proven by DSA at trial.

WHEREFORE, DSA prays the Court enter an order and judgment on Count I declaring the rights and duties of the parties under the Policy, declaring that under the Policy Zurich must provide coverage for the direct physical loss or damage caused by a named storm and/or wind

and/or hail to the Property, for all costs and attorneys' fees incurred herein, and for such other relief as the Court deems just and proper.

COUNT II
BREACH OF CONTRACT

COMES NOW DSA, by and through the law firm Spooner Law, LLC, and for Count II for Breach of Contract against Zurich states to the Court as follows:

22. DSA realleges and incorporates by reference the averments of all paragraphs in this Petition as if fully set forth herein.

23. DSA has complied with all conditions precedent under the Policy and has paid all required premiums under the Policy.

24. Under the Policy Zurich agreed that if DSA suffers loss and damage to the Property that is a covered loss Zurich will provide coverage and/or proper and complete Loss Payment.

25. While the Policy was in full force and effect a covered weather related loss and damage caused by a named storm and/or wind and/or hail occurred that resulted in loss and damage to the Property.

26. As a result of the covered loss to the Property DSA demanded that Zurich provide coverage and/or proper and complete Loss Payment.

27. Despite DSA's demand that Zurich provide coverage and/or proper and complete Loss Payment as a result of a covered loss to the Property, Zurich refused and/or failed to provide DSA coverage and/or proper and complete Loss Payment.

28. Zurich's failure to provide coverage and/or proper and complete Loss Payment resulting from the covered loss to the Property is a material breach of the Policy.

29. As a direct and proximate result of Zurich's breach of the Policy DSA has been damaged in such sums as to be proven at trial in an amount in excess of Twenty Five Thousand Dollars (\$25,000.00).

WHEREFORE, DSA prays the Court enter an order and judgment on Count II in favor of DSA and against Zurich in such sums as to be proven at trial in excess of Twenty Five Thousand Dollars (\$25,000.00), for all costs of this action, and for such other and further relief as the Court deems just and proper.

SPOONER LAW, LLC

By: /s/ Jack B. Spooner
Jack B. Spooner #38382
34 N. Brentwood Blvd., Suite 210
Saint Louis, Missouri 63105
Telephone: (314) 725-4300
Facsimile: (314) 725-4301
Email: jbs@spoonerlawllc.com
Attorneys for Plaintiff

Revised 08/17



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: RICHARD M STEWART	Case Number: 22SL-CC00855	(Date File Stamp)
Plaintiff/Petitioner: DAVIDSON SURFACE AIR, INC.	Plaintiff's/Petitioner's Attorney/Address JACK BERNARD SPOONER 34 N BRENTWOOD BLVD SUITE 210 ST LOUIS, MO 63105	
Defendant/Respondent: ZURICH AMERICAN INSURANCE COMPANY DBA ZURICH	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105	
Nature of Suit: CC Contract-Other		

Summons in Civil Case

The State of Missouri to: ZURICH AMERICAN INSURANCE COMPANY DBA ZURICH

Alias:

CHLORA LINDLEY-MYERS
DIVISION OF INSURANCE
301 WEST HIGH STREET RM 530
JEFFERSON CITY, MO 65101

COURT SEAL OF



ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least three business days in advance of the court proceeding.

10-FEB-2022

Date

Further Information:

JS

Joan P. Dilmy
Clerk

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person at least 18 years of age residing therein.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).

☐ other _____

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on _____ (date).

My commission expires: _____

Date

Notary Public

Sheriff's Fees, if applicable

Summons	\$	_____
Non Est	\$	_____
Sheriff's Deputy Salary		
Supplemental Surcharge	\$	10.00
Mileage	\$	_____ (_____ miles @ \$_____ per mile)
Total	\$	_____

A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

Sheriff's Fees, if applicable

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00 _____

Mileage \$ _____ (_____ miles @ \$._____ per mile)

Total \$ _____

A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

Purpose of Notice

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

Your Rights and Obligations in Court Are Not Affected By This Notice

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. **IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.**

Alternative Dispute Resolution Procedures

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the “neutral,” who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

(1) Advisory Arbitration: A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator’s decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

(2) Mediation: A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

CCADM73

(3) Early Neutral Evaluation (“ENE”): A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

(4) Mini-Trial: A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

(5) Summary Jury Trial: A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the “trial”, the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

Selecting an Alternative Dispute Resolution Procedure and a Neutral

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 105 South Central Ave., 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

CCADM73

County Satellite Court Now Open in St. Ann

Hours: Mon-Fri 8:30 a.m. to 5:00 p.m. FREE PARKING

For the convenience of North County residents, a satellite branch of the St. Louis County Circuit Court is now open at the St. Louis County Government Center Northwest at the 715 Northwest Plaza Drive in St. Ann.

Attending Court Hearings Remotely using E-Courts

If you are scheduled to appear in court, you can access the courtroom remotely using the public computer stations (E-courts) in St. Ann and Clayton. These are available for use when courtroom access is restricted due to the pandemic.

Please note: Hearings for juvenile and paternity cases are confidential, and can only be accessed from the Clayton E-court at this time.

Be sure to bring your paperwork with you; you will need your case number, as well as the date, time and number of the Division where you are scheduled to appear.

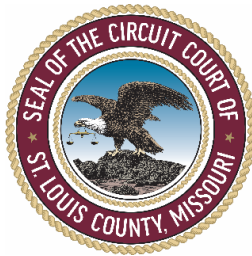
Filing Pleadings/New Petitions

If you are representing yourself, you may file your paperwork at the St. Ann satellite court, in addition to the Clayton courthouse, using the secure drop box located inside the Court reception area.

Filing Orders of Protection

Starting March 1, you may file for an Order of Protection at the Adult Abuse office in the St. Ann satellite court, in addition to the Clayton courthouse. Clerks will be available on-site to help you fill out and file the necessary paperwork.

For more information call: 314-615-8029





IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: RICHARD M STEWART	Case Number: 22SL-CC00855
Plaintiff/Petitioner: DAVIDSON SURFACE AIR, INC.	Plaintiff's/Petitioner's Attorney/Address JACK BERNARD SPOONER 34 N BRENTWOOD BLVD SUITE 210 ST LOUIS, MO 63105
Defendant/Respondent: ZURICH AMERICAN INSURANCE COMPANY DBA ZURICH	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105
Nature of Suit: CC Contract-Other	(Date File Stamp)

Summons in Civil Case

The State of Missouri to: ZURICH AMERICAN INSURANCE COMPANY DBA ZURICH

Alias:

CHLORA LINDLEY-MYERS
DIVISION OF INSURANCE
301 WEST HIGH STREET RM 530
JEFFERSON CITY, MO 65101

COURT SEAL OF



ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least three business days in advance of the court proceeding.

10-FEB-2022

Date

Further Information:

JS

Joan P. Lilley
Clerk

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person at least 18 years of age residing therein.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____

☒ other _____ (name) _____ (title).

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on _____ (date).

(Seal)

My commission expires: _____

Date

Notary Public

**IN THE CIRCUIT COURT FOR THE COUNTY OF ST. LOUIS
STATE OF MISSOURI**

DAVIDSON SURFACE AIR, INC.,)	
)	
Plaintiff,)	
)	Cause No.: 22SL-CC00855
vs.)	
)	Division: 2
ZURICH AMERICAN INSURANCE)	
COMPANY,)	
)	
)	
Defendant.)	

REQUEST FOR ISSUANCE OF ALIAS SUMMONS FOR SERVICE BY MAIL

COMES NOW Plaintiff Davidson Surface/Air, Inc. ("Plaintiff") by and through undersigned counsel and hereby requests the Court issue an Alias Summons for service of process by mail upon Defendant Zurich American Insurance Company c/o the Director of Insurance for the state of Missouri at:

301 West Hight Street
Room 530
Jefferson City, Missouri 65101

In conjunction herewith, and in fulfillment of this Request, Plaintiff has filed the Notice and Acknowledgment for Service by Mail on the St. Louis County Circuit Court approved form.

Respectfully Submitted,

SPOONER LAW, LLC

By /s/ Jack B. Spooner

Jack B. Spooner #38382
34 N. Brentwood Blvd., Suite 210
Saint Louis, Missouri 63105
Telephone: (314) 725-4300
Facsimile: (314) 725-4301
Email: jbs@spoonerlawllc.com
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 6th day of April, 2022, a true and accurate copy of the foregoing was uploaded with the Court and served upon all interested parties by operation of the Missouri eFiling system

/s/ Jack B. Spooner

In the
CIRCUIT COURT
 Of St. Louis County, Missouri



For File Stamp Only

DAVIDSON SURFACE/AIR, INC.
 Plaintiff(s)

April 6, 2022
 Date

vs.

22SL-CC00855
 Case Number

ZURICH AMERICAN INSURANCE CO. d/b/a Zurich
 Defendant(s)

2
 Division

NOTICE AND ACKNOWLEDGEMENT FOR SERVICE BY MAIL
(Circuit Division Cases)

To: Zurich American Insurance Co. c/o Director of Insurance, 301 W. High Street, Room 530, Jefferson City, Missouri 65101
 The enclosed summons and petition are served pursuant to Missouri Supreme Court Rule 54.16.

You may sign and date the acknowledgment part of this form and return one copy of the completed form to the sender within thirty days of below mailing date.

If you are served on behalf of a corporation, unincorporated association, including a partnership, or other entity, you must indicate under your signature your relationship to that entity. If you are served on behalf of another person and you are authorized to receive process, you must indicate under your signature your authority.

If you do not complete and return the form to the sender within thirty days, you or the party on whose behalf you are being served may be required to pay any expenses incurred in serving a summons and petition in any other manner permitted by law.

If you do complete and return this form, you or the party on whose behalf you are being served must answer the petition within thirty days of the date you sign the acknowledgment below. If you fail to do so, judgment by default may be taken against you for the relief demanded in the petition.

I DECLARE, UNDER PENALTY OF PERJURY, THAT THIS NOTICE WAS MAILED ON

 Signature

ACKNOWLEDGMENT OF RECEIPT OF SUMMONS AND PETITION

I declare, under penalty of filing a false affidavit, that I received a copy of the Summons and of the Petition in the above captioned matter.

 Signature

 Relationship to Entity/Authority to Receive Service to Process

 Date Signed



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: RICHARD M STEWART	Case Number: 22SL-CC00855	(Date File Stamp)
Plaintiff/Petitioner: DAVIDSON SURFACE AIR, INC.	Plaintiff's/Petitioner's Attorney/Address: JACK BERNARD SPOONER 34 N BRENTWOOD BLVD SUITE 210 ST LOUIS, MO 63105	
Defendant/Respondent: ZURICH AMERICAN INSURANCE COMPANY DBA ZURICH	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105	
Nature of Suit: CC Contract-Other		

Summons for Service by First Class Mail

The State of Missouri to: ZURICH AMERICAN INSURANCE COMPANY DBA ZURICH
Alias:

CHLORA LINDLEY-MYERS
DIVISION OF INSURANCE
301 WEST HIGH STREET RM 530
JEFFERSON CITY, MO 65101

COURT SEAL OF



ST. LOUIS COUNTY

You are summoned and, within 30 days after the enclosed acknowledgment is filed, you must file an answer to the enclosed petition with the clerk of this court and also must serve this answer upon Plaintiff's/Petitioner's attorney at the above address. If you fail to do so, judgment by default will be taken against you for the relief demanded in the petition.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least three business days in advance of the court proceeding.

12-APR-2022

Date Issued

Joan G. Lilley
Clerk

Further Information:
TB

Directions to Clerk

The clerk should issue one copy of this summons for each Defendant/Respondent to be served by first class mail. Under Section 506.150.4, RSMo, service by first class mail may be made by Plaintiff/Petitioner or any person authorized to serve process under Section 506.140, RSMo.

THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

Purpose of Notice

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

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(2) Mediation: A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

(3) Early Neutral Evaluation (“ENE”): A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

(4) Mini-Trial: A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

(5) Summary Jury Trial: A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the “trial”, the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

Selecting an Alternative Dispute Resolution Procedure and a Neutral

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 7900 Carondelet Avenue, 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

State of Missouri

Department of Commerce and Insurance



TO: Corporate Secretary (or United States Manager or Last Appointed General Agent) of

ZURICH AMERICAN INSURANCE COMPANY
CSC LAWYERS INCORPORATING SERVICE COMPANY
221 BOLIVAR STREET
JEFFERSON CITY, MO 65101

FILED

MAY 03 2022

RE: Court: St. Louis Co. Circuit Court, Case Number: 22SL-CC00855

JOAN M. GILMER
CIRCUIT CLERK ST. LOUIS CO.

You will take notice that original process in the suit against you, a copy of which is attached hereto and sent to you by certified mail, was duly served upon you at Jefferson City, Missouri, by serving the same on the Director of the Department of Commerce and Insurance of the state of Missouri, Dated at Jefferson City, Missouri this Monday, April 18, 2022.

Director of Commerce and Insurance

AFFIDAVIT

State of Missouri,

ss.

County of Cole,

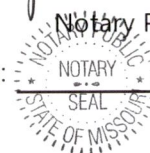
The undersigned Director of the Department of Commerce and Insurance or the Director's designated agent, hereby makes oath and certifies the original of the above notice to the above addressee was mailed at the United States Post Office in Jefferson City, Missouri on April 18, 2022 by first class certified mail prepaid as provided by section 375.906.5, RSMo. and Supreme Court Rule 54.15

Director, Department of Commerce and Insurance

By:

Subscribed and sworn to before me this 18th day of April, 2022.

My commission expires:



Notary Public KATHRYN LATIMER
My Commission Expires
March 4, 2024
Cole County
Commission #12418395